



VALLEJO SANITATION &
FLOOD CONTROL DISTRICT

*Protecting public health
and the San Francisco Bay
since 1952.*

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TRANSMITTAL OF:

ADDENDUM No. 2

For the

VALLEJO SANITATION AND FLOOD CONTROL DISTRICT
Lake Dalwigk Habitat Enhancement Project #063827

February 23, 2011

TO: ALL HOLDERS OF THE DOCUMENTS COMPRISING THE PROJECT MANUAL FOR THE ABOVE REFERENCED PROJECT

Notice is hereby given to prospective bidders that the documents comprising the Project Manual for the above referenced project are modified as described herein as set forth in accordance with the provisions of Section 00200, INSTURCTION TO BIDDERS.

You must acknowledge receipt of all addenda on Page 00410-2 of the Proposal to be considered a valid bid. **PLEASE MAKE THESE CHANGES IN THE BID PROPOSAL IN YOUR POSSESSION BEFORE YOU SUBMIT YOUR BID.** If you have already mailed your proposal, you need to contact this office immediately, and arrange to correct your bid proposal to address this addendum before the time of the bid opening.

Note: This Addendum, including this sheet consists of a total of 11 pages. Bidders shall contact Gus Silva at gussilva@vsfcd.com immediately if all sheets are not received.

The Contract Bid Documents, Plans, and Specifications are amended as follows:

SECTION 00450 INSURANCE AND INDEMNITY REQUIREMENTS FOR ENGINEERING CONSTRUCTION PROJECTS

Include/add section 00450 to bid documents.

SECTION 00451 CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERING CONSTRUCTION (from Addendum 1)

Replace section 00451 with the attached section 00451.

ADDENDUM 2 ATTACHMENTS

Section 00450 Insurance and Indemnity Requirements for engineering construction projects.

Section 00451 Construction Contractors Qualification Statement for Engineering Construction.

Rudolf Ohlemutz
District Engineer
R.C.E. No. C35223

DOCUMENT 00450

**INSURANCE AND INDEMNITY REQUIREMENTS FOR
ENGINEERING CONSTRUCTION PROJECTS**

The Undersigned declares under penalty of perjury that he shall procure and maintain for the duration of the contract insurance, in accordance with the contract documents and this section 00450, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 *or* Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
5. Surety bonds as described below.
6. Professional Liability (if *Design/Build*).

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: (Including operations, products and completed operations) **\$2,000,000** per occurrence for bodily injury, personal injury and property damage; plus **\$3,000,000** Excess/ Umbrella Liability Coverage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: **\$2,000,000** per accident for bodily injury and property damage
3. Workers' Compensation: As required by the State of California
4. Employer's Liability: **\$2,000,000** per accident for bodily injury or disease.
5. Builder's Risk: Completed Value of the project with no coinsurance penalty provisions
6. Professional Liability: **\$2,000,000** as needed for design/build

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:

1. The District, its officers, trustees, officials, employees and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the contractor's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, trustees, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, trustees, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded by the policy shall apply as though separate policies had been issued to each insured.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either the Contractor or the insurer, except after thirty (30) days' prior written notice has been provided to the District.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least ten (10) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of ten (10) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the District for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the District.

F. Verification of Coverage

Contractor shall furnish the District with original certificates and **endorsements** effecting coverage required by this clause. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the Contractor's insurance policy, or as a separate owner's policy. All certificates and endorsements shall be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. If Contractor wishes to submit any endorsements that do not strictly comply with District's requirements as set forth, District will review the same upon Contractor's payment of \$150.00 per non-compliant endorsement submitted. District may, in its sole discretion, accept or reject any such non-compliant endorsements.

G Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents and subcontractors.

H. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

I. Surety Bonds

Contractor shall provide the following Surety Bonds:

1. A bid bond.
2. A performance bond.
3. A payment bond.

J. Indemnity

Contractor agrees to indemnify, including the cost to defend, District and its officers, agents and employees, from and against any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of contractor and its agents and subcontractors in the performance of services under this contract; however, this indemnity does not apply to liability 1) for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence or willful misconduct of District, or District's agents or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons, or 2) to the extent caused by the active negligence of District. Contractor's obligation to indemnify District shall survive the completion and/or termination of this project to the fullest extent allowed by law.

ATTEST

The Undersigned Bidder declares under penalty of perjury that he shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors, and that said insurance shall be in accordance with the requirements of the contract documents and of this section 000450 Insurance and Indemnity Requirements for Engineering Construction Projects.

This Declaration was executed in _____ County, California on the date

_____.

(Signature and Title)

(Print or Type Name and Title)

(Firm Name)

END OF DOCUMENT

Insurance And Indemnity Requirements For
Engineering Construction Projects

00450- 5

DOCUMENT 00451

**CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT
FOR ENGINEERING CONSTRUCTION**

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete the Items listed below and meet the minimum requirements listed in Items Nos. 6 and 8 may cause the Bid to be rejected as non-responsive. In any event, no award will be made until all of the Bidder's General Information (i.e. Items 1 through 8, inclusive) is provided to the Vallejo Sanitation and Flood Control District.

The Undersigned declares under penalty of perjury that all of the prequalification information submitted with this form is true and correct and that this Declaration was executed in _____ County, California on _____.

_____	_____
(Signature and Title)	
_____	_____
(Typed Name and Title)	
_____	_____
(Firm Name)	
_____	_____
(Address)	
_____	_____
(City and State)	
_____	_____
(Telephone Number)	

All information submitted for prequalification evaluation will be considered official information acquired in confidence and the Vallejo Sanitation and Flood Control District will maintain its confidentiality to the extent permitted by law. This includes the Contractor's Statement of Experience and Financial Condition to be submitted with this Questionnaire.

References contained in this Qualification Statement are an intricate part of Bidder's qualifications. References must be accurate. Bidder authorizes Vallejo Sanitation and Flood Control District's representative to verify any and all information contained in the Qualification Statement from references contained herein and hereby releases all

those concerned providing information as a reference from any liability in connection with any information they give.

1. Statement of Financial Condition

Provide evidence that the proposed contractor has sufficient financial resources to provide all work necessary to complete the project including construction, startup and warranty services. Please indicate contractor's bond capacity and value of current work load. Provide a statement of litigation including record of judgments against proposed contractor within the past five (5) years. Provide the approximate dollar value that is in dispute. Provide a list of all current and past projects within the last five (5) years where liquidated damages and/or payments were withheld and explain why.

2. Construction Experience

List at least three (3) engineered construction projects of similar type, complexity, and size, completed by your organization in the past five (5) years in. Use the same format as described below for Current Projects. The projects described may be listed as part of the same list of Current Projects described below. (If joint venture, list each participant's projects separately.)

3. Current Projects

Type-written, or neatly printed on your company letterhead, list any current projects your company is actively involved in. Include the following data for each project:

- Project Name
- Contract Price
- Project Description
- Pipe Quantities and Diameter
- Name, Address and Telephone Number of Owner's Project Representative

(If joint venture, list each participant's projects separately.)

4. Personnel Experience

On a type written, or neatly printed form from your company, details of the qualifications, experience and availability of Bidder's key personnel who will be directly involved in this project. Include the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Supervisor for the Contractor. The Construction Superintendent/Manager shall meet the applicable requirements of the Contract Documents including, but not limited to, Section 2160-1.05 CONTRACTOR'S SUPERVISOR.

5. License

Bidder must be licensed by the State of California as a General Contractor. Submit the following information:

A. Name of license holder, exactly as on file with the State of California License Board

B. License Classification: _____

C. License Number: _____

D. Expiration Date: _____

E. Citations: _____

6. Minimum Insurance Requirements

A. CONTRACTOR shall furnish the OWNER with original certificates and amendatory endorsements effecting coverage as required in Document 00450, INSURANCE AND INDEMNITY REQUIREMENTS FOR ENGINEERING CONSTRUCTION PROJECTS.

1. With respect to General Liability coverage the coverage shall be maintained for a period of five (5) years after contract completion.

B. Subcontractors: CONTRACTOR shall include all SUBCONTRACTORS as insureds under its policies or shall furnish to the OWNER for review and approval, separate certificates and endorsements for each SUBCONTRACTOR. All coverages for SUBCONTRACTORS shall comply with all of the requirements stated herein for CONTRACTOR.

7. Department of Industrial Relations History S.B. 198 Compliance

Does your company have an Injury and Illness Prevention Program on file with the Department of Industrial Relations?

Yes _____ No _____

If yes, provide a copy of the "Table of Contents."

In accordance with the California Labor Code (Sections 1770 et seq.) the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the contract. A copy of said determination is available in the office of the District Clerk. All parties to the contract shall be governed by all provisions of the California Labor Code relating to prevailing wage rates (Sections 1770-7981 inclusive). The Contractor shall be responsible for

compliance with Section 1777.5 of the California Labor Code for all apprenticeable occupations.

8. Additional Organization Background Information

A. Other or former names under which your organization has operated?

B. How many years of experience in construction work does your organization have:

(1) as General Contractor? _____ (2) as a Subcontractor? _____

C. How many years' experience in the proposed type and size of construction work has your organization had as a general contractor?

D. Has any officer or partner of your Organization, failed to complete a Contract?

Yes () No ()

If Yes, give details, including dates.

E. In what other lines of business do you or your organization or any partner thereof, have financial interest?

F. Name the persons with whom your company has associated in business as partners of business associates during the past five (5) years:

G. Has your organization been assessed any penalties for noncompliance violations of the Federal or State labor laws and/or regulations within the past five (5) years?

Yes () No ()

If yes, give details, including dates.

H. Does your organization have any ongoing investigations by any agency regarding violations of the State Labor Code, California Business and Professions Code, or State licensing laws?

Yes () No ()

If yes, give details, including dates.

I. Has your organization been cited for violations of OSHA Standards and Requirements within the past five (5) years?

Yes () No ()

If yes, give details, including dates.

J. Please explain all questions answered "yes" in questions D, G, H and I above on a separate sheet of paper along with this document.

END OF DOCUMENT

L:\ENG\General\Projectspecificsupplement(PSS)\project specific supplement forms\00451 Qualifications.doc